OFFICERS—INSPECTION OF VESSELS—RIGHT TO SALARY—JOHN GLAVEY, SUPT., V. UNITED STATES; 21 SUP. CT. 891.—The plaintiff was a local inspector of vessels at New Orleans. At the time he entered upon his office his duties did not extend to vessels of a foreign nation. Subsequently, however, Congress passed an act making such vessels liable to inspection, and, to carry into effect its provisions, appointed officers, designated as special inspectors of foreign vessels, at a salary of two thousand dollars per annum. While still being retained as local inspector the plaintiff was appointed special inspector of foreign vessels in New Orleans, with the stipulation, however, that he should exercise the functions of this office without additional compensation. He served three years in his two-fold capacity, and then sued for his salary as foreign inspector. *Held*, that he could recover. Brewer, Brown, Peckham, and McKenna, J. J., dissenting.

This case involves the interesting discussion of whether an appointee under a statute can be compelled to accept a less salary than the statute prescribes. From the cases it would seem that the mere acceptance and discharge of the duties of the office is not a waiver of the statutory provisions fixing the salary therefor. *People ex rel Satterlee v. Board of Police*, 75 N. Y. 38; *United States v. Bostwick*, 94 N. S. 53. In *Miller v. United States*, 103 Fed. Rep. 413, the court said, "any bargain whereby, in advance of his appointment to an office with a fixed salary, the appointee attempts to agree with the individuals making the appointment that he will accept something less than the statutory sum, is contrary to public policy, and should not be tolerated by the courts. The reasoning of the dissenting judges does not appear.

STABBING—INDICTMENT—HENDERSON V. STATE, 39 S. E. 446 (GA.).—An alternative charge in an indictment that the accused cut and stabbed a named person with a knife "or some other like instrument," renders the accusation bad on special demurrer. Lewis, J., dissenting.

In *State v. Gilbert*, 13 Vt. 647, it was held that an indictment describing a stolen horse as of a "bay or brown" color was not bad, the disjunctive being really synonymous with "to wit." And if that which follows the disjunctive can be properly construed to be merely descriptive of that which precedes it, or if it can be considered mere surplusage, the alternative statement will not make the indictment fatally defective. *State v. Hester*, 48 Ark. 40; *State v. Corrigan*, 24 Conn. 286. Here it cannot be said that the alternative means the same thing as "knife," nor are the words explanatory, for they distinctly refer to some other instrument. And while in fact such words add little, yet no averment in an indictment can be rejected as surplusage which is descriptive either of the offense or of the manner in which it is committed. *Hornsby v. State*, 74 Ala. 56.

TRADE NAME—WRONGFUL USE—RIGHT OF DESCENDANTS TO NAMES—ABBREVIATION. WYCKOFF V. HOWE SCALE CO., OF 1886, 110 FED. 520.

Defendant was engaged as sales agent of the Remington-Scholes Company, and justified its use of the name "Remington-Scholes" under that company. Plaintiffs acquired from the original manufacturers of the Remington typewriters the sole right to use the name "Remington" as a name for typewriters. Thereafter descendants of the original manufacturers, also named "Remington," became members of a corporation making typewriters under the